



17 April 2019

Michael Eiermann
Western Reserve Water Systems, Inc
4133 East 49th Street
Cleveland, Ohio 44105

Dear Michael,

We are very excited about the opportunity to work with you and the team at **Western Reserve Water Systems, Inc** and are pleased to submit the following agreement for our services. We will designate **David Gouttiere** as the primary contact for our services. I, along with other members of the FocusCFO team, will be available to help based on the specific needs of your organization.

We ask that you execute this Agreement within five (5) business days as we need to have the Agreement signed before we get started. Should you decide to utilize our services beyond that time, we will need to review the availability of the assigned CFO. **Please sign page 2 and then initial pages 3-6 of the Agreement. The entire document should then be either scanned and emailed back to me or faxed to (888) 845-8899.** Please let me know if you have any questions.

Sincerely,

Forest Bookman
Area President



PROJECT BASED -CFO SERVICES AGREEMENT

Name:	Focus CFO Group, LLC	Client Name: Western Reserve Water Systems, Inc		
Address for Notices:	1010 Jackson Hole Drive, Suite 202 Blacklick, Ohio 43004	Address for Notices: 4133 East 49 th Street Cleveland, Ohio 44105		
Name of assigned CFO(s):	David Gouttiere			
Scope of Work:	Project work as directed by the client and for client use only.			
Fee/Rates:	\$1,500 per day per CFO			
Term:	The term may be extended by the agreement of the parties.			
Payment Terms:	Invoices will be submitted weekly by us with payment due upon receipt. All payments are to be made by ACH payment per the instructions below. The Federal Tax ID Number for FocusCFO Group, LLC is 82-4775072. We are an LLC and should be issued a Form 1099 by you each year.			
<u>All ACH payments:</u>				
Payee: FocusCFO Group, LLC				
Bank: Chase Bank				
Routing Number: 044-000-037				
Account Number: 267-800-081				
Memo Section: Your Company Name				
Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document. The attached terms and conditions are part of this Project Based CFO Services Agreement.				

Accepted and Agreed:

Company Western Reserve Water Systems, Inc
Signature /s/ Michael Eiermann
Name Michael Eiermann
Title President
Date

Focus CFO Group, LLC
Signature 
Name Forest Bookman
Title Area President

Terms and Conditions

The following will set forth the terms and conditions applicable to the services to be provided by FocusCFO Group, LLC ("FocusCFO", "us", or "we") to your organization ("Company" or "you").

Purpose of Agreement and Services. From time to time during the term hereof, Company may retain FocusCFO to provide certain agreed-upon services (the "Services"). At the election of either the Company or FocusCFO, the Services may be defined in a project plan that is prepared by the CFO assigned to the Company and submitted to the Company for review. The purpose of this Agreement is to establish the terms and conditions that will govern the parties' business relationship and that will be applicable to these Services.

While our services may include providing you with insights, suggestions, advice and recommendations, all decisions made in connection with the implementation of such advice and recommendations shall be the responsibility of and made solely by you. We will not perform management functions or make management decisions on your behalf.

The services we provide may include some or all of the following: (1) financial analysis, (2) the development of weekly, monthly, quarterly or annual internal management reporting and information, (3) internal financial, sales, operational and cash flow budgets and forecasts, (4) insights, suggestions, advice and recommendations regarding strategic or business direction for your organization, including assisting in the development of strategic and/or business plans, and (5) other related services which can be mutually agreed upon.

Excluded Services – FocusCFO is not a CPA (Certified Public Accounting) firm. None of the services provided by us, our principals, associates, or employees are or should be considered CPA or public accounting services. We do not perform audit or assurance services and our services should not be considered a substitute for audit or assurance services.

FocusCFO professionals are not authorized to (1) sign tax returns, (2) render legal opinions, (3) prepare external use financial statements (see below), (4) handle, have access to, or transport cash or deposits or other negotiable instruments, (5) make any decisions with respect to the hiring and firing of personnel, (6) have direct access to investments, (7) make, order or purchase goods for the company, (8) have access to or sign bank checks, including online access for electronic checks or make ACH or wire transfers, (9) have access to check signing machines or signature plates, (10) execute binding documents such as leases, contracts, proposals, etc. on behalf of the company, (11) provide business valuations or opinions about business valuation, or (12) commit your company or organization, financially or contractually, in any way. If you instruct, allow or authorize the FocusCFO professional who is working with you to be involved in any of these areas, you do so without the authorization of FocusCFO and agree to take full responsibility for the outcome of any of these actions. You release FocusCFO for all liability, if any, from any such unauthorized action.

Recruiting and Interviewing Candidates for Your Company or Organization – We are not a recruiting, placement or staffing firm. If we are involved in interviewing or screening any candidate which you hire for your organization, we will do so only in the capacity of a general review of the individual whom you may hire. We make no other warranty, either express or implied. It is your responsibility to conduct a background check, internally or via a third party, on all individuals that you are contemplating hiring and we recommend you do so, especially for key personnel or anyone involved in your internal accounting functions or who will have access to cash for your business or organization.

Tax Returns and Interaction with your Outside CPA – We may work with your outside CPA to support their preparation of tax returns and/or their

preparation of audited, reviewed or compiled financial statements for third parties such as banks and investors, to the extent required. We do not perform these services ourselves and we are not responsible for your tax compliance or tax return filings in any way. Since we are not performing a financial statement audit, review or compilation, none of our services can be relied on to detect errors, fraud, deficiencies or material weaknesses in your internal controls, or illegal acts that may exist.

Compensation, Payment of Invoices and Reimbursement of Expenses. Unless we agree otherwise in a separate statement of work, our fees for the Services are set forth on the first page to this Agreement. You agree to reimburse FocusCFO for reasonable, verified, out-of-pocket expenses incurred in the rendition of the Services if they are approved in writing by you. FocusCFO will submit invoices to you for the Services provided and expenses incurred on a weekly basis. You will pay all amounts due via ACH per the instructions on the first page of this Agreement, free of any withholdings, deductions or set-offs. The terms and conditions of this Agreement supersede the terms of any purchase orders or other documents issued by you with respect to the Services. If our Services require the use of other service providers whose costs are not included in our arrangement or in our rates, you will retain them directly, you will be billed directly by them and you will be solely responsible for your arrangement with them.

Use of Projections and Working with Lenders and Investors – While providing services to you, we may assist you in developing financial projections, budgets and forecasts for your business, all of which are for internal use only and are not to be represented within your organization or to a third party as anything other than internal use projections which have been prepared by the Company's management. Any such projection may be relied upon solely by you in connection with the subject matter of the projections alone and may not be relied upon for any other purpose nor may they be relied upon by any party other than you, including, but not limited to, any successor or assignee of you. Unless otherwise expressly provided to the contrary, any such projections will be rendered as of the date thereof and we disclaim any undertaking to advise

you of any change in such projections which may thereafter come to our attention. Should these projections be provided to lenders, investors or any other outside party, they will be represented to all outside parties only as internal use projections and not as having been prepared by FocusCFO.

Business Transactions – As part of our engagement, we may assist in developing financial projections and models relating to your evaluation of potential transactions to acquire other businesses or business assets or divest yourself of certain business assets. When our support is requested in any of these areas, we will not be making any determination regarding the proper purchase price or valuation for a transaction and all decisions related to what is a proper and fair valuation, purchase price and purchase terms will be yours. In all such cases, we recommend that before completing any transaction you 1) obtain an independent third-party valuation from a certified business appraiser on any transaction or potential transaction, 2) work with an experienced business transaction attorney, and 3) obtain tax and accounting advice from a qualified CPA.

Reliance on Data & Your Support – You agree to cooperate with us in the performance of our services and shall provide or arrange to provide us with timely access to and use of the personnel, facilities, data and information necessary for us to perform our services. You acknowledge and agree that we will, in performing our services, base our conclusions on the facts and assumptions that you furnish and that we may use data, material, and other information furnished by or at the request or direction of you without any independent investigation or verification and that we are entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to us could have a material adverse effect on our conclusions and advice.

You understand and agree that our services may depend on your completion of certain tasks or adherence to your schedules within your control. Consequently, our Services, or any portion thereof, may require adjustments or changes in the event such tasks or schedules of yours change, are

modified, or are not completed as anticipated. We shall bear no liability or otherwise be responsible for delays in the provision of our Services or any portion thereof occasioned by your failure to complete in a timely manner, your task or adhere to your schedule.

Internal Use Only Management Information – While providing services to you, all information, financial or otherwise, that we provide for your business or organization is considered internally prepared management reporting. This information is not intended for use by any outside or third parties. You agree that should you decide to provide any of this information to anyone outside of your business or organization, either directly or by having us do so, you will not represent that it is anything other than internal use information, which was prepared by the management of your company or organization. Information provided by us will exclude substantially all the disclosures required by Generally Accepted Accounting Principles (GAAP), which may be required for external use financial statements issued to outside parties. None of the information prepared by us will be audited, reviewed or compiled by us, nor will we express an opinion on it.

External Use Financial Statements – Should you desire or be required to provide external use financial statements to a third party, we will assist your independent, outside CPA firm in this area, as requested. Generally, third parties will require financial statements that are prepared with the proper disclosures and format that are customary for third party review. Any statements which we are involved in preparing or assisting in preparing, will exclude these disclosures and formats and are therefore not suitable for third party use. Any costs associated with the preparation of these external use or third party use financial statements will be paid by you directly to your outside CPA firm and are not included in our fees.

Other Provisions

Your Hiring or Working Directly with the FocusCFO Professional Assigned to Work with Your Company – You agree not to engage directly, in any capacity, with the FocusCFO professional assigned to work with your company or

organization. If you have a desire to do so, you agree to first discuss the matter with the FocusCFO Area President with whom you are working. If you decide to hire, directly or indirectly, the FocusCFO professional who is assigned to work with your organization as an employee of or contractor for your organization, you agree to do so only with our consent and you also agree to then pay us a one-time termination fee equal to the greater of \$75,000, or seventy five percent (75%) of our annualized billings to you, based on amounts invoiced or to be invoiced by us to you for our support during the most recent sixty (60) day period preceding the expected hire date. The above applies to both any active engagement with FocusCFO or any relationship within one year of the termination of this agreement. This fee must be paid in full prior to the individual being authorized to work directly for you and is non-refundable. Until that point, we will continue to bill at our standard rates until the termination fee payment is received by us.

Independent Contractor – We will furnish services as an independent contractor and not as an employee of your Company. Nothing in our arrangement will be construed to create a joint venture or partnership between the parties or an employee/employer relationship. Neither party has any authority to create any obligations on behalf of the other party or to bind the other party to any Agreement with any third party. FocusCFO associates are not entitled to any medical coverage, life insurance, unemployment insurance, or participation in any other benefits afforded to your Company's employees. Company will bear sole responsibility for operating its business.

Confidentiality – It is understood that while performing services for you, our organization and the FocusCFO professional assigned to work with you, will be provided with or will have access to, confidential information regarding your business including, but not limited to, your operations, your financial statements, your products and your customers ("Confidential Information"). We agree to hold in confidence all Confidential Information and not to use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of our engagement with you and authorized by

you or otherwise required by law. You agree to hold in confidence all FocusCFO confidential information shared with you.

Satisfaction and Indemnity – FocusCFO will perform the Services in accordance with the standard of care and diligence normally practiced by firms or individuals that perform services of a similar nature. FocusCFO warrants and represents that it and its employees, agents and subcontractors have the knowledge, expertise, and experience necessary to perform the Services. Your sole and exclusive remedy for any claim against FocusCFO with respect to the foregoing warranties will be the replacement of the FocusCFO professional who is performing services for you as soon as reasonably practical. We make no other warranty, either express or implied. We will not be liable for and you hereby waive any claims regarding any compensatory, incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific engagement, in any case, will not exceed the actual fees paid to us for the most recent 12 months by you. You agree to indemnify, defend and hold us (including directors, officers, employees, shareholders, agents, and advisors) harmless from and against all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) your breach or non-performance of any representation, warranty, covenant, agreement or obligation contained in or in connection with this Agreement or any other agreement which you are party to, (b) your or your employees violation of law and/or (c) your use or disclosure of the Services outside of your organization. Your payment indicates services rendered by us are satisfactory to you. FocusCFO will not be liable for any claim brought more than one year after the cause of action has accrued.

Termination – Either of us may terminate this Agreement at any time for any reason upon written notice. In event of termination by you, for any reason, all unpaid fees due are payable to FocusCFO at the time of termination.

Other – This Agreement, along with our services outline, reflects the entire understanding for our services. Any changes to this Agreement must be in writing and signed by both Parties and all changes to

this Agreement on behalf of FocusCFO must be agreed to, in writing, by Brad A. Martyn, Managing Member of FocusCFO. The terms of this Agreement will be governed by the laws of the State of Ohio and we each agree to pay our own fees and costs (including attorney fees) paid or incurred by us to enforce the provisions of this Agreement. If FocusCFO is asked to and executes a separate Confidentiality, Non-Disclosure, or other Agreement with the Company ("Separate Agreement"), either prior to or after the date of this Agreement, the Parties agree that the terms of this Agreement, including but not limited to the section titled Satisfaction and Indemnity, take precedent over the terms of the Separate Agreement, except for the Confidentiality section of this Agreement for which the Separate Agreement shall take precedent. This Agreement applies to your Company as well as any affiliated and survivor companies. Exclusive venue for any action or proceeding relating to this Agreement shall be the state or Federal courts located in Franklin County, Ohio. You agree to be responsible for any applicable state and local taxes, including sales and use taxes to the extent they apply or are deemed to apply at a later date by any state or local taxing jurisdiction. If any term of the Agreement is deemed unenforceable, this will not invalidate the remaining terms.

END OF AGREEMENT